



IGNACIO TOWN BOARD WORK SESSION & MEETING AGENDA
Monday, May 13, 2024 – 6:00 PM
Abel F. Atencio Community Room, 570 Goddard Avenue
or via Remote Public Meeting

Zoom login info: <https://us06web.zoom.us/j/84836246774>

Attendees wishing to participate by phone shall call: [346-248-7799](tel:346-248-7799) and key in Webinar ID Number: [848 3624 6774](https://us06web.zoom.us/j/84836246774).

TOWN BOARD MEETING AGENDA

- I. CALL REGULAR MEETING TO ORDER:** Pledge of Allegiance
- II. ROLL CALL**
- III. APPROVAL OF AGENDA – Action Item**
- IV. APPOINTMENT OF INDIVIDUAL TO SERVE REMAINDER OF TERM UNTIL 2026 – Action Item**
- V. PROCLAMATIONS OF APPRECIATION FOR SERVICE**
 - A. Sharon Craig
 - B. Dixie Melton
 - C. Sandra Maez
 - D. Edward Box III
 - E. Stella Cox
- VI. PUBLIC COMMENTS**
- VII. CONSENT AGENDA – Action Item**
 - A. Regular Town Board Meeting Minutes from April 1, 2024
 - B. April 2024 Accounting Reports
 - C. Family Dollar Liquor License Renewal Application
- VIII. UNFINISHED BUSINESS:**
 - A. Rock Creek Update
 - B. Broadband Update
- IX. NEW BUSINESS**
 - A. ELHI Contract Extension Until June 30, 2026 – Action Item
 - B. Get Your Girl Power Funding Request – Action Item
 - C. Ordinance 362 Adopt Model Traffic Code – Order publishing of Public Hearing
- X. STAFF REPORTS**
 - A. Police Department
 - B. Public Works
 - C. Clerk / Treasurer
 - D. Town Manager
 - E. Attorney
- XI. TRUSTEE REPORTS**
- XII. MISCELLANEOUS**
- XIII. ADJOURNMENT**



Sharon Craig Proclamation May 13, 2024

WHEREAS, Sharon Craig served the Town of Ignacio as a Trustee for 4 years; and

WHEREAS, the time, energy, thought and care provided by Sharon to the Town of Ignacio staff and elected officials have resulted in enormous benefit to the Town, businesses and citizens of Ignacio; and

WHEREAS, Sharon served on multiple boards locally and at the State level through CML, which brought great benefit to the Town of Ignacio.

FURTHERMORE, the Town of Ignacio wishes to honor Sharon Craig for a job well done.

NOW THEREFORE LET IT BE RESOLVED, that I, Mayor Clark Craig, recognize Sharon Craig for her many services and contributions to the Town of Ignacio.

SIGNED THIS 13th DAY OF MAY, 2024:

A handwritten signature in blue ink, appearing to read "Clark Craig", is written over a horizontal line.

Clark Craig, Mayor

Alison deKay-Mayor Pro Tem, Joseph Atencio-Trustee, Tom Atencio-Trustee

Jordan Bulwan-Trustee, Jeremy Schulz-Trustee



Dixie Melton Proclamation

May 13, 2024

WHEREAS, Dixie Melton served the Town of Ignacio as a Trustee for a total of 10 years; and

WHEREAS, the time, energy, thought and care provided by Dixie to the Town of Ignacio staff and elected officials have resulted in enormous benefit to the Town, businesses and citizens of Ignacio.

FURTHERMORE, the Town of Ignacio wishes to honor Dixie Melton for a job well done.

NOW THEREFORE LET IT BE RESOLVED, that I, Mayor Clark Craig, recognize Dixie Melton for her many services and contributions to the Town of Ignacio.

SIGNED THIS 13th DAY OF MAY, 2024:

A handwritten signature in blue ink, appearing to read "Clark Craig", is written over a horizontal line.

Clark Craig, Mayor

Alison deKay-Mayor Pro Tem, Joseph Atencio-Trustee, Tom Atencio-Trustee

Jordan Bulwan-Trustee, Jeremy Schulz-Trustee



Sandra Maez Proclamation

May 13, 2024


WHEREAS, Sandra Maez served the Town of Ignacio as a Trustee for a total of 9 years; and

WHEREAS, the time, energy, thought and care provided by Sandra to the Town of Ignacio staff and elected officials have resulted in enormous benefit to the Town, businesses and citizens of Ignacio.

FURTHERMORE, the Town of Ignacio wishes to honor Sandra Maez for a job well done.

NOW THEREFORE LET IT BE RESOLVED, that I, Mayor Clark Craig, recognize Sandra Maez for her many services and contributions to the Town of Ignacio.

SIGNED THIS 13th DAY OF MAY, 2024:



Clark Craig, Mayor

Alison deKay-Mayor Pro Tem, Joseph Atencio-Trustee, Tom Atencio-Trustee

Jordan Bulwan-Trustee, Jeremy Schulz-Trustee



Edward Box III Proclamation

May 13, 2024

WHEREAS, Edward Box III served the Town of Ignacio as a Trustee and as Mayor Pro Tem for a total of 10 years; and

WHEREAS, the time, energy, thought and care provided by Edward to the Town of Ignacio staff and elected officials have resulted in enormous benefit to the Town, businesses and citizens of Ignacio.

FURTHERMORE, the Town of Ignacio wishes to honor Edward Box III for a job well done.

NOW THEREFORE LET IT BE RESOLVED, that I, Mayor Clark Craig, recognize Edward Box III for his many services and contributions to the Town of Ignacio.

SIGNED THIS 13th DAY OF MAY, 2024:

A handwritten signature in blue ink, appearing to be "Clark Craig", is written over a horizontal line.

Clark Craig, Mayor

Alison deKay-Mayor Pro Tem, Joseph Atencio-Trustee, Tom Atencio-Trustee

Jordan Bulwan-Trustee, Jeremy Schulz-Trustee



Stella Cox Proclamation

May 13, 2024

WHEREAS, Stella Cox served the Town of Ignacio as a Trustee and as Mayor for a total of 12 years; and

WHEREAS, the time, energy, thought and care provided by Stella to the Town of Ignacio staff and elected officials have resulted in enormous benefit to the Town, businesses and citizens of Ignacio.

FURTHERMORE, the Town of Ignacio wishes to honor Stella Cox for a job well done.

NOW THEREFORE LET IT BE RESOLVED, that I, Mayor Clark Craig, recognize Stella Cox for her many services and contributions to the Town of Ignacio.

SIGNED THIS 13th DAY OF MAY, 2024:

A handwritten signature in blue ink, appearing to read "Clark Craig", is written over a horizontal line.

Clark Craig, Mayor

Alison deKay-Mayor Pro Tem, Joseph Atencio-Trustee, Tom Atencio-Trustee

Jordan Bulwan-Trustee, Jeremy Schulz-Trustee

05/09/24
14:53:57

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 4/24

Page: 1 of 4
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-97625	E	845 HOME DEPOT CREDIT SERVICES	51.97	04/01/24	4/24	CL 17407	51.97
-97624	E	974 LA PLATA ELECTRIC ASSN INC	2209.95	04/01/24	4/24	CL 17408	2209.95
-97623	E	893 AT&T	399.42	04/01/24	4/24	CL 17409	399.42
-97622	E	737 PITNEY BOWES INC	503.50	04/15/24	4/24	CL 17433	503.50
-97621	E	143 STATE OF COLORADO-SALES TAX	972.58	04/15/24	4/24	CL 17436	972.58
-97620	E	1187 Cardmember Service (TBK Bank)	123.28	04/15/24	4/24	CL 17442	123.28
-97619	E	1187 Cardmember Service (TBK Bank)	191.21	04/15/24	4/24	CL 17443	191.21
-97618	E	1187 Cardmember Service (TBK Bank)	471.29	04/15/24	4/24	CL 17444	471.29
-97617	E	1187 Cardmember Service (TBK Bank)	72.46	04/15/24	4/24	CL 17445	72.46
-97616	E	1187 Cardmember Service (TBK Bank)	39.22	03/10/24	4/24	CL 17446	39.22
-97615	E	1187 Cardmember Service (TBK Bank)	633.99	04/15/24	4/24	CL 17447	633.99
-97614	E	1187 Cardmember Service (TBK Bank)	135.28	04/15/24	4/24	CL 17448	135.28
-97613	E	1187 Cardmember Service (TBK Bank)	247.25	04/15/24	4/24	CL 17449	247.25
-97612	E	1187 Cardmember Service (TBK Bank)	58.88	04/15/24	4/24	CL 17450	58.88
-97611	E	1187 Cardmember Service (TBK Bank)	385.18	04/15/24	4/24	CL 17451	385.18
-97610	E	1187 Cardmember Service (TBK Bank)	256.26	04/15/24	4/24	CL 17454	256.26
-97609	E	1187 Cardmember Service (TBK Bank)	4524.67	04/15/24	4/24	CL 17455	4524.67
-97608	E	1187 Cardmember Service (TBK Bank)	352.96	04/15/24	4/24	CL 17456	352.96
-97607	E	1187 Cardmember Service (TBK Bank)	418.92	04/15/24	4/24	CL 17457	418.92
-97606	E	1187 Cardmember Service (TBK Bank)	866.51	04/15/24	4/24	CL 17458	866.51
-97605	E	1187 Cardmember Service (TBK Bank)	350.36	04/15/24	4/24	CL 17459	350.36
7253	S	1012 ACE INDUSTRIAL SUPPLY INC	250.22	04/01/24	-----	CL 17420	250.22
7254	S	53 AUTO PARTS INC	128.44	04/01/24	-----	CL 17406	128.44
7255	S	918 CCNC	100.00	04/01/24	-----	CL 17410	100.00

05/09/24
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TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 4/24

Page: 2 of 4
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
7256	S	121 CIRSA	14268.10	04/01/24	_____	CL 17413	14268.10
7257	S	976 CIRSA WC	8521.86	04/01/24	_____	CL 17414	8521.86
7258	S	1134 Clark or Sharon CRAIG	295.00	04/01/24	_____	CL 17415	295.00
7259	S	1102 DANA SAFETY SUPPLY INC	12277.58	04/01/24	_____	CL 17412	12277.58
7260	S	1285 Dancing Spirit	24106.30	04/01/24	_____	CL 17411	24106.30
7261	S	240 ESSCO PIPE & SUPPLY	648.18	04/01/24	_____	CL 17418	648.18
7262	S	885 INTERMOUNTAIN SWEEPER	906.00	04/01/24	_____	CL 17417	906.00
7263	S	1046 LAW OFFICE OF DAVID LIBERMAN	1136.92	04/01/24	_____	CL 17421	1136.92
7264	S	1247 Michala Riley	73.70	04/01/24	_____	CL 17416	73.70
7265	S	1213 Schmueser Gordon Meyer, Inc. dba SGM	3324.43	04/01/24	_____	CL 17422	3324.43
7266	S	970 SECOR	3174.21	04/01/24	_____	CL 17419	3174.21
7267	S	1220 Sexual Assault Services Organization (SA	2000.00	04/01/24	_____	CL 17423	2000.00
7273 *	S	53 AUTO PARTS INC	148.84	04/15/24	_____	CL 17461	148.84
7274	S	728 Axis Health System	1000.00	04/15/24	_____	CL 17441	1000.00
7275	S	1185 Axon Enterprise, Inc.	3916.80	04/15/24	_____	CL 17440	3916.80
7276	S	220 BALLANTINE COMMUNICATIONS INC	304.09	04/15/24	_____	CL 17425	304.09
7277	S	91 BRENNAN OIL COMPANY	71.88	04/15/24	_____	CL 17428	71.88
7278	S	921 CASCADE WATER	40.00	04/15/24	_____	CL 17424	40.00
7279	S	1285 Dancing Spirit	6894.12	04/15/24	_____	CL 17431	6894.12
7280	S	1289 Eaton Sales & Service LLC	3363.18	04/15/24	_____	CL 17464	3363.18
7281	S	237 ENERGY OUTREACH COLORADO	339.00	04/15/24	_____	CL 17466	339.00
7282	S	1290 Fastenal Company	130.30	04/15/24	_____	CL 17465	130.30
7283	S	971 FASTTRACK COMMUNICATIONS INC	404.47	04/15/24	_____	CL 17439	404.47
7284	S	1240 Ferguson Waterworks #1116	4095.00	04/15/24	_____	CL 17462	4095.00

05/09/24
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TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 4/24

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
7285	S	257 FOUR CORNERS WELDING & GAS SUPPLY	7.00	04/15/24	_____	CL 17426	7.00
7286	S	1130 IMAGENET CONSULTING LLC	1575.00	04/15/24	_____	CL 17435	1575.00
7287	S	999999 JEREMEY MICKEY	149.99	04/15/24	_____	CL 17453	149.99
7288	S	894 KRISTIN ROEHRS	750.00	04/15/24	_____	CL 17430	750.00
7289	S	1286 La Plata County Public Health Dept.	38.50	04/15/24	_____	CL 17429	38.50
7290	S	394 LEWIS TRUE VALUE MERCANTILE	202.34	04/15/24	_____	CL 17463	202.34
7291	S	1264 Republic Services #657	3077.76	04/15/24	_____	CL 17434	3077.76
7292	S	970 SECOR	1597.88	04/15/24	_____	CL 17460	1597.88
7293	S	600 SOUTHERN UTE UTILITIES DIVISION	49702.22	04/15/24	_____	CL 17438	49702.22
7294	S	1147 TDL RECYCLING, LLC	1080.00	04/15/24	_____	CL 17432	1080.00
7295	S	650 TOWN OF IGNACIO	959.22	04/15/24	_____	CL 17437	959.22
7296	S	675 UTILITY NOTIFICATION CENTER OF CO	550.83	04/15/24	_____	CL 17427	550.83
Total for Claim Checks			164874.50				
Count for Claim Checks			60				

* denotes missing check number(s)

of Checks: 60 Total: 164874.50

05/09/24
14:53:57

TOWN OF IGNACIO
Fund Summary for Claim Check Register
For the Accounting Period: 4/24

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Report ID: AP110

Fund/Account	Amount
100 GENERAL FUND	
110230	65,058.83
300 CAPITAL IMPROVEMENT FUND	
110230	10,889.27
500 ECONOMIC DEVELOPMENT FUND	
110230	31,000.42
610 WATER FUND	
110230	12,213.34
620 GAS FUND	
110230	11,904.33
630 SEWER FUND	
110230	32,903.30
640 IRRIGATION FUND	
110230	905.01
Total:	164,874.50

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TOWN OF IGNACIO
Detail Ledger Query
For the Accounting Periods: 4/24 - 4/24

Page: 1 of 2
Report ID: L091

Objects 3200-9500, AND Fund=300,500

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
300 CAPITAL IMPROVEMENT FUND						
930000 CAPITAL IMPROVEMENT						
9231 Capital Project - Browning Storm Drain						
CL 17462 1	1492723	Manhole-Browning Storm D Ferguson Waterworks	4/24	4,095.00		
Object Total:			31,980.70 DB	4,095.00		36,075.70 DB
9232 Capital Project - Rock Creek Subdivision						
CL 17418 1	2011557	Rock Creek Supplies	ESSCO PIPE & SUPPLY	4/24	648.18	
CL 17419 1	0345451-IN	Rock Creek Infrastructur	SECOR	4/24	2,630.12	
CL 17419 2	0345630-IN	Rock Creek Infrastructur	SECOR	4/24	544.09	
CL 17455 7	Rock Creek-Tape for Gas Line		Cardmember Service (TBK	4/24	83.08	
CL 17455 14	Rockcreek Infrastructure		Cardmember Service (TBK	4/24	881.94	
CL 17458 12	Rock Creek Infrastructure		Cardmember Service (TBK	4/24	199.72	
CL 17458 13	Rock Creek Infrastructure		Cardmember Service (TBK	4/24	78.96	
CL 17460 1	0346236-IN	Rock Creek Infrastructur	SECOR	4/24	722.69	
CL 17460 2	0346298-IN	Rock Creek Infrastructur	SECOR	4/24	644.99	
CL 17460 3	0346401-IN	Rock Creek Infrastructur	SECOR	4/24	230.20	
CL 17465 1	COBAY78829	Rock Creek Infrastructur	Fastenal Company	4/24	130.30	
Object Total:			804,657.72 DB	6,794.27		811,451.99 DB
Account Total:			836,638.42 DB	10,889.27		847,527.69 DB
Fund Total:				10,889.27	0.00	

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TOWN OF IGNACIO
Detail Ledger Query
For the Accounting Periods: 4/24 - 4/24

Page: 2 of 2
Report ID: L091

Objects 3200-9500, AND Fund=300,500

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
500 ECONOMIC DEVELOPMENT FUND						
500463 ECONOMIC DEVELOPMENT						
9155 Pass-through Account						
CL 17411 1	REDI Grant 22-307 Reimburse	Dancing Spirit	4/24	24,106.30		
CL 17431 1	3rd REDI Grant Reimbursement	Dancing Spirit	4/24	6,894.12		
	Object Total:		20,399.52 DB	31,000.42		51,399.94 DB
	Account Total:		20,399.52 DB	31,000.42		51,399.94 DB
	Fund Total:			31,000.42	0.00	
	Grand Total:			41,889.69	0.00	

TOWN OF IGNACIO

2023			2024	331310		% up/down			% up/down
City Sales Tax	Month	Year-To-Date	City Sales Tax	Month	Difference	from PYM	Year-To-Date	Difference	from PYT
			<i>Int bank:</i>						
		-	1 Jan	52,435.76					
Jan	59,491.23	59,491.23	2 Feb	60,498.68	1,007.45	1.69%	60,498.68	1,007.45	1.69%
Feb	46,445.64	105,936.87	3 Mar	61,998.32	15,552.68	14.68%	122,497.00	16,560.13	15.63%
Mar	44,651.23	150,588.10	4 Apr	45,384.66	733.43	0.49%	167,881.66	17,293.56	11.48%
Apr	48,413.47	199,001.57	5 May	49,614.44		0.00%	217,496.10		0.00%
May	48,118.71	247,120.28	6 Jun			0.00%	217,496.10		0.00%
Jun	51,416.18	298,536.46	7 Jul			0.00%	217,496.10		0.00%
Jul	47,069.92	345,606.38	8 Aug			0.00%	217,496.10		0.00%
Aug	51,249.72	396,856.10	9 Sep			0.00%	217,496.10		0.00%
Sep	50,337.91	447,194.01	10 Oct			0.00%	217,496.10		0.00%
Oct	52,000.17	499,194.18	11 Nov			0.00%	217,496.10		0.00%
Nov	60,980.48	560,174.66	12 Dec			0.00%	217,496.10		0.00%
Dec	52,435.76	612,610.42	Jan			0.00%	217,496.10		0.00%
City Sales Tax Total	612,610.42		City Total	269,931.86					2.40%
2023 BUDGET	500,000.00		2024 BUDGET	500,000.00					

2023			2024	331330		% up/down			% up/down
County Sales Tax	Month	Year-To-Date	County Sales Tax	Month	Difference	from PYM	Year-To-Date	Difference	from PYT
			<i>Int bank:</i>						
		-	1 Jan	99,970.00					
		-	2 Feb	117,151.00					
Jan	87,867.00	87,867.00	3 Mar	94,745.00	6,878.00	7.83%	94,745.00	6,878.00	7.83%
Feb	89,282.00	177,149.00	4 Apr	90,192.00	910.00	0.51%	184,937.00	7,788.00	4.40%
Mar	98,894.00	276,043.00	5 May			0.00%	184,937.00		0.00%
Apr	93,396.00	369,439.00	6 Jun			0.00%	184,937.00		0.00%
May	105,714.00	475,153.00	7 Jul			0.00%	184,937.00		0.00%
Jun	118,127.00	593,280.00	8 Aug			0.00%	184,937.00		0.00%
Jul	119,823.00	713,103.00	9 Sep			0.00%	184,937.00		0.00%
Aug	118,596.00	831,699.00	10 Oct			0.00%	184,937.00		0.00%
Sep	115,270.00	946,969.00	11 Nov			0.00%	184,937.00		0.00%
Oct	110,432.00	1,057,401.00	12 Dec			0.00%	184,937.00		0.00%
Nov	99,970.00	1,157,371.00	Jan			0.00%	184,937.00		0.00%
Dec	117,151.00	1,274,522.00	Feb						
County Total	1,274,522.00		County Total	402,058.00					1.11%
2023 BUDGET	1,100,000.00		2024 BUDGET	1,100,000.00					

05/09/24
15:00:47

TOWN OF IGNACIO
Cash Report
For the Accounting Period: 4/24

Page: 1 of 1
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
100 GENERAL FUND						
110100 Petty Cash	100.00	0.00	0.00	0.00	0.00	100.00
110230 Operating Account	-536,654.43	425,923.64	110.00	154.36	260,181.66	-370,956.81
110250 Savings Account	50,000.66	12.33	50,000.00	0.00	0.00	100,012.99
110270 Investment Account	2,155,316.51	8,090.88	0.00	245,000.00	0.00	1,918,407.39
Total Fund	1,668,762.74	434,026.85	50,110.00	245,154.36	260,181.66	1,647,563.57
300 CAPITAL IMPROVEMENT FUND						
110230 Operating Account	-360,377.12	22,692.33	0.00	0.00	10,889.27	-348,574.06
110270 Investment Account	464,446.30	2,070.75	0.00	0.00	0.00	466,517.05
Total Fund	104,069.18	24,763.08			10,889.27	117,942.99
400 CONSERVATION TRUST FUND						
110230 Operating Account	26,599.41	0.00	0.00	0.00	0.00	26,599.41
110270 Investment Account	83,771.23	373.48	0.00	0.00	0.00	84,144.71
Total Fund	110,370.64	373.48				110,744.12
500 ECONOMIC DEVELOPMENT FUND						
110230 Operating Account	554,435.53	0.00	0.00	0.00	31,000.42	523,435.11
110270 Investment Account	21,745.03	523.28	0.00	0.00	0.00	22,268.31
Total Fund	576,180.56	523.28			31,000.42	545,703.42
610 WATER FUND						
110230 Operating Account	-6,772.13	24,776.67	26.37	0.00	12,239.71	5,791.20
110270 Investment Account	48,013.03	214.06	0.00	0.00	0.00	48,227.09
Total Fund	41,240.90	24,990.73	26.37		12,239.71	54,018.29
620 GAS FUND						
110230 Operating Account	158,440.44	30,640.86	26.37	0.00	11,930.70	177,176.97
110270 Investment Account	147,549.12	657.85	0.00	0.00	0.00	148,206.97
Total Fund	305,989.56	31,298.71	26.37		11,930.70	325,383.94
630 SEWER FUND						
110230 Operating Account	166,578.80	54,012.47	26.37	0.00	32,929.67	187,687.97
110270 Investment Account	207.52	0.90	0.00	0.00	0.00	208.42
Total Fund	166,786.32	54,013.37	26.37		32,929.67	187,896.39
640 IRRIGATION FUND						
110230 Operating Account	1,915.04	191.00	26.37	0.00	931.38	1,201.03
110270 Investment Account	11,163.32	49.78	0.00	0.00	0.00	11,213.10
Total Fund	13,078.36	240.78	26.37		931.38	12,414.13
910 PAYROLL CLEARING FUND						
110230 Operating Account	34,466.10	0.00	145,012.83	132,500.42	0.00	46,978.51
930 CLAIMS CLEARING FUND						
110230 Operating Account	1,457,712.49	0.00	164,874.50	13,265.14	0.00	1,609,321.85
Totals	4,478,656.85	570,230.28	360,102.81	390,919.92	360,102.81	4,657,967.21

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

05/09/24
15:01:54

TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 24

Page: 1 of 4
Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND						
331000 TAXES/UNRESTRICTED COUNTY-STATE REV.						
331100	Property Tax	4,665.57	15,688.64	39,491.00	23,802.36	40 %
331120	Tribe Pmt In Lieu Of Property Tax	0.00	0.00	700.00	700.00	0 %
331200	Specific Ownership Tax	272.60	923.02	4,000.00	3,076.98	23 %
331310	City Sales Tax	45,384.66	167,881.66	500,000.00	332,118.34	34 %
331330	County Sales Tax	90,192.00	401,878.00	1,100,000.00	698,122.00	37 %
331420	Cigarette Tax	52.74	303.36	1,200.00	896.64	25 %
331510	CO HUTF - Highway Users	2,421.53	7,150.03	30,609.00	23,458.97	23 %
331520	LP County Motor Vehicle License	280.81	757.53	5,000.00	4,242.47	15 %
331530	LP County Road & Bridge	0.00	0.00	3,500.00	3,500.00	0 %
331810	Severence Tax	0.00	0.00	37,000.00	37,000.00	0 %
331820	Franchise tax	0.00	0.00	600.00	600.00	0 %
331830	CO Fed Mineral Dist Tax	0.00	0.00	13,000.00	13,000.00	0 %
	Account Group Total:	143,269.91	594,582.24	1,735,100.00	1,140,517.76	34 %
332000 LICENSES / PERMITS						
332100	Business License Fee	80.00	675.00	2,200.00	1,525.00	31 %
332110	Liquor License Fee	0.00	100.00	2,550.00	2,450.00	4 %
332210	Building Permit & Inspection Fee	527.53	1,679.41	5,200.00	3,520.59	32 %
332250	Vendor Permit Fee	0.00	0.00	75.00	75.00	0 %
332260	Animal License Fee	20.00	130.00	400.00	270.00	33 %
332270	Business Service License	600.00	1,650.00	3,000.00	1,350.00	55 %
332275	Excavation Permit Fee	50.00	125.00	0.00	-125.00	%
332290	Other Permit Fee	100.00	125.00	450.00	325.00	28 %
	Account Group Total:	1,377.53	4,484.41	13,875.00	9,390.59	32 %
333000 GRANTS / RESTRICTED FUNDS						
333150	State-Imposed Bag Fees	257.46	624.48	2,000.00	1,375.52	31 %
333158	HIDTA	27,124.45	56,659.77	98,800.00	42,140.23	57 %
333400	LGGF	0.00	25,600.00	25,600.00	0.00	100 %
333405	DS Monies	0.00	0.00	5,000.00	5,000.00	0 %
333530	Snow Removal	0.00	400.00	2,500.00	2,100.00	16 %
	Account Group Total:	27,381.91	83,284.25	133,900.00	50,615.75	62 %
334000 FINES & FEES						
334110	Court Costs, Fines & Citations	120.00	135.00	1,000.00	865.00	14 %
334130	Plan/Zone Fee	0.00	75.00	1,500.00	1,425.00	5 %
334140	Reproduction Fee	0.00	0.00	20.00	20.00	0 %
334160	NSF Fee	0.00	70.00	175.00	105.00	40 %
334170	Notary Public Fee	0.00	20.00	100.00	80.00	20 %
334240	VIN Inspection	20.00	30.00	150.00	120.00	20 %
334250	Fingerprinting Commission	81.00	213.00	300.00	87.00	71 %
334400	Residential Trash	0.00	11,588.62	41,280.00	29,691.38	28 %
334401	Recycle	0.00	1,610.00	5,760.00	4,150.00	28 %
	Account Group Total:	221.00	13,741.62	50,285.00	36,543.38	27 %
336000 Other Income						
336050	Misc Income	0.00	2,293.18	100.00	-2,193.18	*** %
336060	Police Department Reimbursement	3,999.96	7,230.97	64,000.00	56,769.03	11 %
336061	Resource Officer - School District	0.00	79,500.00	158,687.00	79,187.00	50 %

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Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND						
336100	Interest Income	8,103.21	36,922.87	50,000.00	13,077.13	74 %
336300	Building Space Rental	0.00	5.00	500.00	495.00	1 %
	Account Group Total:	12,103.17	125,952.02	273,287.00	147,334.98	46 %
	Fund Total:	184,353.52	822,044.54	2,206,447.00	1,384,402.46	37 %
300 CAPITAL IMPROVEMENT FUND						
333000 GRANTS / RESTRICTED FUNDS						
333001	DOLA - Division of Housing	0.00	206,507.29	1,566,000.00	1,359,492.71	13 %
333002	DOLA - Browning Storm Drain Construct	0.00	0.00	167,874.00	167,874.00	0 %
333415	CIP Sales Tax Revenue	22,692.33	83,940.84	300,000.00	216,059.16	28 %
333500	Additional Grants / Monies	0.00	0.00	250,000.00	250,000.00	0 %
333501	LPC Tribal Consistency Grant	0.00	0.00	179,000.00	179,000.00	0 %
	Account Group Total:	22,692.33	290,448.13	2,462,874.00	2,172,425.87	12 %
336000 Other Income						
336100	Interest Income	2,070.75	8,386.80	15,000.00	6,613.20	56 %
	Account Group Total:	2,070.75	8,386.80	15,000.00	6,613.20	56 %
	Fund Total:	24,763.08	298,834.93	2,477,874.00	2,179,039.07	12 %
400 CONSERVATION TRUST FUND						
333000 GRANTS / RESTRICTED FUNDS						
333100	GoCo Grant	0.00	0.00	25,000.00	25,000.00	0 %
333580	Lottery Income	0.00	2,980.90	12,000.00	9,019.10	25 %
	Account Group Total:	0.00	2,980.90	37,000.00	34,019.10	8 %
336000 Other Income						
336100	Interest Income	373.48	1,512.66	2,500.00	987.34	61 %
	Account Group Total:	373.48	1,512.66	2,500.00	987.34	61 %
	Fund Total:	373.48	4,493.56	39,500.00	35,006.44	11 %
500 ECONOMIC DEVELOPMENT FUND						
333000 GRANTS / RESTRICTED FUNDS						
333001	DOLA - Division of Housing	0.00	0.00	434,000.00	434,000.00	0 %
333004	CO Dept. of Public Health & Environment	0.00	0.00	25,000.00	25,000.00	0 %
333005	DOLA REDI Grant	0.00	44,505.82	150,000.00	105,494.18	30 %
333006	DOLA Capacity Grant	0.00	0.00	200,000.00	200,000.00	0 %
333501	LPC Tribal Consistency Grant	0.00	0.00	511,000.00	511,000.00	0 %
333851	DOLA DCI Plan Grant	0.00	0.00	25,000.00	25,000.00	0 %
	Account Group Total:	0.00	44,505.82	1,345,000.00	1,300,494.18	3 %
336000 Other Income						

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TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 24

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Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
500 ECONOMIC DEVELOPMENT FUND						
	336100 Interest Income	523.28	2,119.29	2,900.00	780.71	73 %
	Account Group Total:	523.28	2,119.29	2,900.00	780.71	73 %
339000	In House Transfer					
	339100 Transfer In	0.00	0.00	366,667.00	366,667.00	0 %
	Account Group Total:	0.00	0.00	366,667.00	366,667.00	0 %
	Fund Total:	523.28	46,625.11	1,714,567.00	1,667,941.89	3 %
610 WATER FUND						
334000	FINES & FEES					
	334120 Late Fee	0.00	2,710.00	6,500.00	3,790.00	42 %
	334419 Reconnect Fee	0.00	950.00	4,000.00	3,050.00	24 %
	334420 Metered Water Sales	0.00	65,416.71	294,135.00	228,718.29	22 %
	334430 Tap Fee	0.00	400.00	7,600.00	7,200.00	5 %
	334440 Ready To Serve Fee	0.00	3,109.57	13,000.00	9,890.43	24 %
	Account Group Total:	0.00	72,586.28	325,235.00	252,648.72	22 %
336000	Other Income					
	336100 Interest Income	214.06	867.00	1,000.00	133.00	87 %
	Account Group Total:	214.06	867.00	1,000.00	133.00	87 %
339000	In House Transfer					
	339100 Transfer In	0.00	0.00	4,000.00	4,000.00	0 %
	Account Group Total:	0.00	0.00	4,000.00	4,000.00	0 %
	Fund Total:	214.06	73,453.28	330,235.00	256,781.72	22 %
620 GAS FUND						
333000	GRANTS / RESTRICTED FUNDS					
	333003 DOLA - EIAF Gas Project Grant	0.00	0.00	372,000.00	372,000.00	0 %
	Account Group Total:	0.00	0.00	372,000.00	372,000.00	0 %
334000	FINES & FEES					
	334412 Gas Residential	0.00	74,463.35	310,000.00	235,536.65	24 %
	334413 Gas Commercial	0.00	42,308.04	205,000.00	162,691.96	21 %
	334415 Gas Stand By Fee	0.00	3,548.79	11,900.00	8,351.21	30 %
	334430 Tap Fee	0.00	300.00	6,500.00	6,200.00	5 %
	334470 Gas Tax	0.00	7,385.97	35,500.00	28,114.03	21 %
	Account Group Total:	0.00	128,006.15	568,900.00	440,893.85	23 %
336000	Other Income					
	336100 Interest Income	657.85	2,664.37	4,000.00	1,335.63	67 %
	Account Group Total:	657.85	2,664.37	4,000.00	1,335.63	67 %
339000	In House Transfer					

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TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 24

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Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
620 GAS FUND						
339100	Transfer In	0.00	0.00	2,000.00	2,000.00	0 %
	Account Group Total:	0.00	0.00	2,000.00	2,000.00	0 %
	Fund Total:	657.85	130,670.52	946,900.00	816,229.48	14 %
630 SEWER FUND						
334000 FINES & FEES						
334430	Tap Fee	0.00	0.00	2,500.00	2,500.00	0 %
334460	Sewage Collection	0.00	146,427.26	528,987.00	382,559.74	28 %
	Account Group Total:	0.00	146,427.26	531,487.00	385,059.74	28 %
336000 Other Income						
336000	Other Income	3,445.02	27,361.56	84,445.00	57,083.44	32 %
336100	Interest Income	0.90	3.64	50.00	46.36	7 %
	Account Group Total:	3,445.92	27,365.20	84,495.00	57,129.80	32 %
339000 In House Transfer						
339100	Transfer In	0.00	0.00	4,000.00	4,000.00	0 %
	Account Group Total:	0.00	0.00	4,000.00	4,000.00	0 %
	Fund Total:	3,445.92	173,792.46	619,982.00	446,189.54	28 %
640 IRRIGATION FUND						
334000 FINES & FEES						
334430	Tap Fee	0.00	0.00	600.00	600.00	0 %
334480	Irrigation Water	0.00	0.00	44,083.00	44,083.00	0 %
	Account Group Total:	0.00	0.00	44,683.00	44,683.00	0 %
336000 Other Income						
336100	Interest Income	49.78	201.56	375.00	173.44	54 %
	Account Group Total:	49.78	201.56	375.00	173.44	54 %
	Fund Total:	49.78	201.56	45,058.00	44,856.44	0 %
	Grand Total:	214,380.97	1,550,115.96	8,380,563.00	6,830,447.04	18 %

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TOWN OF IGNACIO
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 24

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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
100 GENERAL FUND	210,226.02	934,270.40	2,697,137.00	2,697,137.00	1,762,866.60	35%
300 CAPITAL IMPROVEMENT FUND	10,889.27	890,685.14	2,437,338.00	2,437,338.00	1,546,652.86	37%
400 CONSERVATION TRUST FUND	0.00	0.00	42,000.00	42,000.00	42,000.00	0%
500 ECONOMIC DEVELOPMENT FUND	31,000.42	54,449.94	2,231,560.00	2,231,560.00	2,177,110.06	2%
610 WATER FUND	12,213.34	63,135.68	326,214.00	326,214.00	263,078.32	19%
620 GAS FUND	11,904.33	114,179.71	1,144,339.00	1,144,339.00	1,030,159.29	10%
630 SEWER FUND	32,903.30	130,044.58	564,497.00	564,497.00	434,452.42	23%
640 IRRIGATION FUND	905.01	7,551.84	46,730.00	46,730.00	39,178.16	16%
Grand Total:	310,041.69	2,194,317.29	9,489,815.00	9,489,815.00	7,295,497.71	23%

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TOWN OF IGNACIO
Payroll Summary For Payrolls from 04/01/24 to 04/30/24

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Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
COMA HOURS (Comp Time Accumulated)	46.50		
COMP HOURS (Comp Time Used)	64.26		1,565.85
J004 HOURS (CELL PHONE ALLO)	0.00		166.14
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J013 HOURS (BONUS PAY)	1.00		553.54
J015 HOURS (IN LIEU OF INSU)	0.00		1,813.78
OVER HOURS (Overtime)	90.00		4,932.63
REG HOURS (Regular Time)	2,778.75		98,964.23
SICK HOURS (Sick Time)	86.75		2,904.65
TRMS HOURS (Sick Leave Termination)	21.35		494.25
TRMV HOURS (Vacation Leave Termination)	15.77		365.08
VACA HOURS (Vacation Time Used)	165.00		5,471.07
GROSS PAY	117,231.22	0.00	
NET PAY	82,418.74	0.00	
NET PAY (CHECKS)	12,232.14		
NET PAY (DIRECT DEPOSIT)	70,186.60		
AFLAC-AFTERTAX	703.04	839.18	
AFLAC-PRETAX	1,019.26	60.08	
CEBT DENTAL	542.00	230.00	
CEBT HEALTH	4,020.00	13,274.00	
CEBT LIFE	136.45	45.78	
CEBT VISION	72.00	36.00	
FIT	9,512.93	0.00	
FPPA	5,660.54	4,717.12	
FPPA DROP	1,152.00	0.00	
FPPA-457	999.10	0.00	
FPPA-AD&D	0.00	1,426.10	
GARNISHMENT2	46.14	0.00	
MEDICARE	1,613.49	1,613.49	
MISSIONSQUARE/I	2,179.96	2,073.76	
SIT	3,923.60	0.00	
SOCIAL SECURITY	3,231.97	3,231.97	
UNEMPL. INSUR.	0.00	234.13	
BANK 4	4,371.06	0.00	
BANK 8-SAVINGS	2,957.82	0.00	
COMM BANK OF CO	8,595.14	0.00	
CU OF COLORADO	3,292.60	0.00	
SANDIA LAB FCU	200.00	0.00	
TBK BANK	7,129.06	0.00	
USAA	5,665.59	0.00	
VECTRA BANK CO	69.26	0.00	
WELLS FARGO	35,175.81	0.00	
WELLS FARGO N.A	138.52	0.00	
WELLS FARGO NEV	69.26	0.00	
WELLS FARGO OR	2,522.48	0.00	
FIT/SIT BASE	101,283.77	0.00	
MEDICARE BASE	111,275.37	0.00	
SOC SEC BASE	52,128.93	0.00	

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TOWN OF IGNACIO
Payroll Summary For Payrolls from 04/01/24 to 04/30/24

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UN BASE	117,065.08	0.00
Total		27,781.61
Total Payroll Expense (Gross Pay + Employer Contributions):		145,012.83

Check Summary

Payroll Checks Prev. Out.	\$25,529.58
Payroll Checks Issued	\$12,278.28
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$37,807.86
Electronic Checks	\$132,500.42

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6463.94	6463.94		221700
Medicare	3226.98	3226.98		221710
Unempl. Insur.	234.13		234.13	221760
FIT	9512.93	9512.93		221720
SIT	3923.60	3923.60		221730
FPPA	10377.66	10377.66		221742
AFLAC-PRETAX	1079.34	1079.34		221757
EMPL WEAPONS AD	0.00			221782
FPPA-457	999.10	999.10		221742
FPPA-AD&D	1426.10	1426.10		221743
MISSIONSQUARE/I	4253.72	4253.72		221741
AFLAC-AFTERTAX	1542.22	1542.22		221757
CERT DENTAL	772.00	772.00		221754
CERT HEALTH	17294.00	17294.00		221751
CERT LIFE	182.23	182.23		221755
CERT VISION	108.00	108.00		221756
GARNISHMENT2	46.14	46.14		221781
FPPA DROP	1152.00	1152.00		221742
Total Ded.	62594.09	0.00	62359.96	234.13

**** Carried Forward column only correct if report run for current period.

Submit to Local Licensing Authority

FAMILY DOLLAR #31666#
500 VOLVO PARKWAY
Chesapeake VA 23320

Fees Due	
Renewal Fee	221.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name FAMILY DOLLAR STORES OF COLORADO LLC		Doing Business As Name (DBA) FAMILY DOLLAR #31666#	
Liquor License # 04-01189	License Type Fermented Malt Beverage and Wine (city)		
Sales Tax License Number 08067335-0169	Expiration Date 06/24/2024	Due Date 05/10/2024	
Business Address 1001 GODDARD AVENUE Ignacio CO 81137			Phone Number 9704423260
Mailing Address 500 VOLVO PARKWAY Chesapeake VA 23320		Email	
Operating Manager Kyle Smith	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>9/30/26</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Harry R. Spencer	Assistant Secretary
Signature 	Date 3/20/24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

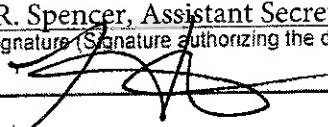
Tax Check Authorization, Waiver, and Request to Release Information

I, Harry R. Spencer am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Family Dollar # 31666 (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Family Dollar # 31666</u>		Social Security Number/Tax Identification Number <u>56-1587711</u>	
Address <u>1001 Goddard Ave.</u>			
City <u>Ignacio</u>		State <u>CO</u>	Zip <u>81137</u>
Home Phone Number		Business/Work Phone Number <u>757-321-5000</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Harry R. Spencer, Assistant Secretary</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>3/20/24</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

TO: Ignacio Town Board of Trustees

From: Wes Crume Sgt. IPD

RE: Family Dollar-Liquor License Renewal

Date: 4-30-2024

.....

There have been NO liquor law violations at the
Family Dollar business.

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD
CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**COMMERCIAL LEASE
BETWEEN THE TOWN OF IGNACIO AND ELHI**

This Commercial Lease (the “**Lease**”) is made on May 13, 2024 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the “**Additional Rent**”); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** The Town of Ignacio, a governmental subdivision of the State of Colorado (the “**Landlord**”).
2. **Tenant:** The Education, Literacy, Health, Inspiration Association – ELHI (AKA The ELHI Community Center, a non-profit corporation (the “**Tenant**”).
3. **Premises:** Landlord is the owner of certain real estate legally described as Subdivision: HALLS FIRST (IGN) Block: 05 Lot: 1 thru Lot 13 115 ½ Ute Street AND Section: 8 Township: 33 Range: 7 TR IN WN / 4 SE / 4, located at 115 Ute Street, Ignacio, Colorado 81137, (the “**Real Estate**”). The Real Estate is improved with a building (the “**Improvements**”) (the Real Estate and the Improvements are collectively referred to as the “**Property**”). Landlord hereby leases and demises to Tenant the following Property: Address 115 Ute Street, Ignacio, CO 81137 (the “**Premises**”).
4. **Term:** Landlord Leases the Premises to Tenant from twelve o’clock a.m. on the 1st day of July, 2024 and until 11:59 p.m. on the 30th day of June, 2026 (the “**Term**”). Subject to Tenant’s performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises. However, this lease is subject to the Lease Purchase Agreement between the Town of Ignacio and Ignacio School District No 11-JT for the Premises, and if that Lease Purchase Agreement terminates, this Lease shall automatically terminate concurrently.
5. **Rent:** Rental for the first year of the Term is zero and 00/100 Dollars (\$0.00). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: Mailed to: PO Box 459, Ignacio, CO 81137, or deliver to: 540 Goddard Avenue, Ignacio, CO 81137.
6. **Option:** Tenant and Landlord, by mutual agreement in writing, shall have the option to extend the Term, pursuant to the terms and conditions contained herein on a month to month basis. Either party may terminate such month to month lease by providing notice to the other no less than 30 days prior to vacating the premises (the “**Option**”). In the event Tenant desires to exercise the Option, Tenant shall, at least 60 days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. The option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.
7. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of three thousand and 00/100 Dollars (\$3,000.00) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the “**Security Deposit**”).
8. **Use:** The Premises shall be used for housing various non-profit and for-profit organizations that provide services to the Ignacio community, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose. Tenant shall be responsible for maintaining current rental agreements with each subtenant; a sample copy of that rental agreement is attached to the contract as Addendum A.
9. **Utilities/Additional Rent:** Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 based on the current Town of Ignacio Utility Billing Policy,

a. **Utilities:** Tenant shall be responsible for paying the following utilities on the Premises: ☒ Electric ☒ Gas ☒ Water ☒ Sewer ☒ Phone ☒ Cable/Satellite T.V. ☒ Internet Access ☒ Refuse Disposal ☒ Any and All Others. If the Premises does not share meter facilities for utilities and if the utility or utilities are not provided as part of the CAM Costs (as defined below), tenant shall contract directly with all utility providers and all utility payments shall be directed to the respective utility providers.

b. CAM Costs: Tenant shall be responsible for paying for the annual common area operation and maintenance costs of the Property ("**CAM Costs**"). CAM Costs are all expenditures to operate and maintain the Property, including, but not limited to, utilities (electric, gas, water, and sewer), repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), trash removal (including removal from parking areas, abutting roadways, and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, and cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs. The Tenant is responsible for all single maintenance or repair expenses of \$1,000 or less, up to \$20,000. All maintenance cost over \$20,000 will be split equally by the Tenant and Landlord up to \$50,000. Any single major maintenance or repair expense over \$1,000 will be split 50/50 between the Tenant and Landlord, and these expenses are not to be accrued towards the total maintenance cost limit of \$20,000. Major maintenance issues shall be decided on a case by case basis; the Tenant has the responsibility to inform the Landlord of a major maintenance issue as quickly as possible, not less than 24 hours after the issue is known. In the event that there is major maintenance or a catastrophic failure of any essential piece of equipment and neither the Tenant nor Landlord are willing to pay for the repair of that piece of equipment, the Tenant shall be released from this contract, shall vacate the Premises, and remove all equipment and property within 60 days. The Tenant will not owe any further payment to the Landlord for any subsequent months of the lease term, with the exception of the final utility payment as utilities are billed one month in arrears. Any personnel costs for maintenance or repairs are the sole responsibility of the Tenant.

c. Landlord's Insurance Costs: The Landlord shall procure and maintain such fire and casualty, and liability insurance on the Property as it deems proper and appropriate ("**Insurance Costs**"). Such insurance shall not be required to cover any of the Tenant's property or any personal injury liability, and the Tenant shall have no interest in any of the proceeds of such insurance. The Landlord shall supply an annual certificate of property and liability insurance coverage to the Tenant.

10. Payment of Additional Rent: All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Rent. Payments of Additional Rent shall be calculated as follows: on, or before the commencement date of this Term, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("**Estimate of Costs**"). Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12). The Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is notified by Landlord of a change thereof. Within ninety (90) days of the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "**Actual Costs**"). Landlord shall provide Tenant with a statement of Actual Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals less than the Tenant's pro-rata share of the Actual Costs, Tenant shall be obligated to pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's pro-rata share of Actual Costs and the Additional Rent actually paid for said calendar year. In the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's pro-rata share of Actual Costs, such excess shall be credited to Tenant's account. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. Late Payments: The charge for late payments shall be in accordance with the Utility Billing Policy, which is attached to this agreement and incorporated here as Addendum B.

12. Repairs and Maintenance of the Premises: The Tenant shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall properly irrigate and care for all trees, shrubbery, and lawn and the Landlord shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

13. Parking: For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of all parking spaces upon the Property (the "**Parking License**"). The Parking License shall be effective for the term of the Lease as defined below. Landlord and Tenant shall not designate specific spaces for the Parking License prior to commencement of the Term.

PREMISES

14. Common Areas: The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "**Common Areas**"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "**Common Area License**"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of excess storage without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and

regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. Check-In Inspection: Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. Pets and Animals: Pets or animals shall be permitted upon the Premises.

g. Storage/Trash: Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

h. Hazardous Material Prohibited: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. Quiet Enjoyment: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

18. Subletting or Assignment: Tenant shall not assign to another party the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or subtenant shall be made directly by said party to Tenant and the Tenant shall make payment to the Landlord.

19. Surrender of Premises: Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

20. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

21. Payments/Dishonored Checks: Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. Partial Payment: If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. No Offset: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. Joint and Several Obligations of Tenant: In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. Security Deposit:

a. Security Deposit: To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. Application of Security Deposit: The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. Return of Security Deposit: If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. Improvements, Repairs, and Maintenance: Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes

necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "**Tenant Repairs**"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "**Tenant Work**").

31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and

clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "**Default**") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. Liability Indemnification/Insurance: Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) with a liability deductible of not greater than \$10,000 arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) with a liability deductible of not greater than \$10,000 per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses. The policies shall provide terms to the effect that "This insurance shall not be invalidated should the insured waive in writing, prior to a loss, any or all right of recovery against any party for loss occurring to the property described herein." Tenant waives subrogation and

rights of recovery against the Landlord, its agents, successors and assigns. Tenant waives any and all right to recover against the Landlord or against the officers, directors, shareholders, partners, joint venturers, employees, agents, contractors, licensees, or invitees of the Landlord, for any loss or damage arising from any cause which is covered or required to be covered by the insurance that the Tenant is required to carry pursuant to this agreement or which is covered by any other insurance actually carried by the Tenant, to the extent of the limits of such policy. The Tenant, from time to time, shall cause its insurer to waive such insurer's subrogation rights under such policies against the beneficiaries of this waiver. The Tenant shall cause all other occupants of the Premises claiming by, under, or through the Tenant to execute and deliver to the Landlord such a waiver of claims and to obtain such a waiver of subrogation.

41. Fire/Casualty Insurance: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be from an AM Best-Rated Company satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. Third-Party Liability: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. Landlord Insurance: Insurance shall be procured by the Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. Destruction, or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph 47 shall apply if Landlord determines that the partial destruction will not be repaired.

- b. Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 47 shall apply.
- c. Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph 47 shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.
- d. Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph 47, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph 47. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 47, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.
- 48. Holdover:** Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.
- 49. Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs or inspections), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.
- 50. Guarantor:** In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.
- 51. Subordination/Estoppel/Attornment:** The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.
- 52. Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.
- 53. Attorneys' Fees:** In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.
- 54. Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.
- 55. Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.
- 56. Captions:** The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. Pronouns; Joint and Several Use of Certain Terms: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. Heirs, Assigns, Successors: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. Time of the Essence: Time is of the essence of the Lease, and each and all of its provisions.

61. No Reservation of Option: Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. Credit Reports: Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and Tenant's guarantors, if applicable.

63. Corporate Authorization: If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with duly approved minutes of a meeting of the Board of Directors of the corporation, listing the name and position of the person given the authority to sign the Lease and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with resolution copy of the approved Minutes of the Board Meeting within five (5) days of the execution of the Lease.

64. Severability: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. Lead-Based Paint Disclosure Rule: Buildings constructed before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. Other Applicable Laws: Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. ADA Compliance: Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. Additional Provisions: In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is attached. The Lease and the attached Addendums constitute the entire agreement between the parties.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

LANDLORD:

_____, a(n)

_____, a(n)

[Individual or Type of Entity]

[Individual or Type of Entity]

By: _____

By: _____

Its: _____

Its: _____

Or

Or

[Signature of Individual]

[Signature of Individual]

Date: _____

Date: _____

GUARANTOR (if applicable):

[Signature]

[Print Name]

Date: _____



ELHI Community Center
115 Ute Street
PO Box 2084
Ignacio, CO. 81137
970-563-4100
admin@theelhiignacio.org
WWW.THEELHIIGNACIO.ORG

ELHI Tenant Lease Packet

Updated September 2023

Tenant Lease Packet Checklist

ELHI Forms:

- ☐ ELHI Tenant Information Sheet
- ☐ ELHI Tenant Lease
- ☐ ELHI Itemization of Lease (*Copy provided to bookkeeper _____*)
- ☐ Key Receipt Acknowledgement Form (from all parties that will have possession of the keys)
- ☐ School Safe Radio Receipt Acknowledgment (from all parties that will have possession/responsibility of a radio)
- ☐ Emergency Exit Route Map
- ☐ Additional Addendums & Arrangements if Applicable

Tenant to provide current documentation of:

- ☐ Certificate of Liability Insurance
- ☐ Certificate of Non-profit status or Fiscal Sponsorship Agreement
- ☐ Copy of all licenses that may be required by law for the tenant to conduct business.

ELHI Representative Signature: _____

Date: _____

ELHI Tenant Information Sheet

Organization Name: _____

Primary Contact: _____

Address: _____

City/State/Zip: _____

Organization Phone: _____ Cell Phone: _____

Email Address: _____

Organization Tax ID Number: _____

Person to Contact in Case of Emergency: _____

Phone Number: _____ Position: _____

Email Address: _____

Address: _____

City/State/Zip: _____

Secondary Contact in Case of Emergency: _____

Phone Number: _____ Position: _____

Email Address: _____

Address: _____

City/State/Zip: _____

ELHI Tenant Lease

BY THIS AGREEMENT made and entered into on _____, between the Education Literacy Health and Inspiration Association - ELHI, herein referred to as Lessor, and _____ herein referred to as Lessee. Lessor leases to Lessee the premises described on ELHI Itemization of Lease, situated at 115 Ute Street, in the City of Ignacio, County of La Plata, State of Colorado for a term of **8 months**, to commence on **October 1, 2023**, and to end at 11:59 pm on **June 30, 2024**.

1. **Rent** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$_____ (_____ dollars) per month for the term of this lease payable on the first day of each calendar month, beginning on _____.
2. **Phone/Internet** Phone and internet access is provided by the Lessor for a monthly fee of \$_____ (_____ dollars) per month for the term of this lease payable on the first day of each calendar month, beginning on **October 1, 2023**.
3. **Form of Payment** Lessee agrees to pay rent each month in the form of business check, cashier's check, Electronic Funds Transfer (EFT) or money order made out to the "ELHI Association." Rents are to be paid through one of the following methods: (a) in person at the Lessor's Office located at 115 Ute Street, Ignacio, CO, 81137; (b) postmarked by the last day of the month to the Lessor's post office box: PO Box 2084, Ignacio, CO, 81137; or (c) by electronic transfer.
4. **Late Payments** For any rent payment not paid by the first of each month, Lessee shall pay a late fee in the amount of 10% of Lessee's monthly rent. The late fee is due and must be paid by the 10th day of the month. Rental fees not paid for a period of 3 months in any calendar year shall result in termination of the lease and the tenant shall vacate the premises immediately.
5. **Returned Checks** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty-five dollars (\$35.00). After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check, EFT, or money order for payment of rent.
6. **Security and Cleaning/Damage Deposit** On execution of this lease, in addition to first, and last month's rent, Lessee shall deposit with Lessor an amount equal to one month's rent as a cleaning/damage deposit. Deposit shall be held as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by Lessee of the provisions hereof. Upon termination of lease, the Lessor has thirty (30) calendar days to return the deposit, less any damages or fees owed.

7. **Adherence to ELHI Community Center Rules** The ELHI is a community center and has many youth and teen programs. The following rules must be observed at all times and include the grounds as well as within the building:
 - a. No alcohol, tobacco, vape, marijuana, THC or CBD products or any illicit substances are allowed on the premises.
 - b. Pets shall not be allowed on the property. Certified service animals are allowed.
8. **Use of Premises** The demised premises shall be used and occupied by Lessee exclusively for the uses put forth in the Lessee's tenant application and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for any other purpose without written consent by the Lessor. Lessee shall comply with all Lessor rules as stipulated in the Lessor's Operating Policies and Procedures Handbook (provided via email or on the ELHI Webpage and available for viewing in the ELHI Office). Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Tenants may use the janitor closet in the North Hall for mop and broom access, and bathrooms are available for normal business use, not to include the washing of clothing, hair, dishes etc. The kitchen and cafeteria may be used for cooking and eating meals for tenants and their employees, as well as for classes in accordance with tenant programs and activities approved by the ELHI Administration. The kitchen may be used for preparing or cooking food for sale or as a commercial kitchen according to the ELHI Commissary Kitchen agreement.
9. **Condition of Premises** Lessee stipulates that they have examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order and repair, and of a safe, clean and tenantable condition. To assume occupancy and to document conditions upon this assumption, a walk-through will be performed with the Lessor representative and Lessee representative prior to execution of this lease.
10. **Keys** Lessee will be charged ten dollars (\$10.00) per key initially to the premises and provided an organization-specific alarm code. Keys will be distributed to member organization staff and organization-authorized volunteers and project leaders with written approval of the organization leadership. If all keys are not returned to the Lessor following termination of lease, Lessee shall be charged twenty-five dollars (\$25.00) per key.
11. **Locks** Lessee agrees not to change locks on any door without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.
12. **Parking** Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended by the Lessor. The Lessor is not responsible for, nor does the Lessor assume any liability for damages caused by fire, theft, casualty, or any other cause whatsoever with respect to any vehicle or its contents. There will be no overnight parking on the premises without prior permission of the ELHI Association. Maintenance of the parking area will be the responsibility of the Town of Ignacio.

13. **Assignment and Subletting** Lessee may sublease portions of their space to individuals or groups for purposes consistent with the terms and conditions of this lease. Subleases will be subject to approval by the Lessor upon proposal of the individual or group by the Lessee and shall abide by all the terms of the Lease between the Lessor. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.
14. **Kitchen Use and Equipment** All space/equipment in the ELHI Kitchen is accepted in "as-is" condition. ELHI will provide repairs within reasonable limits provided a maintenance request is filled out and turned into the ELHI Office. By using the kitchen and/or the equipment therein, you agree to indemnify the ELHI Association and all its employees, agents, and representatives against all injury, damage, liability, or loss that may occur during use.
15. **Shared Use of Kitchen** ELHI Tenants will be able to use the kitchen space with the following conditions:
- All dates/times will be scheduled with the ELHI Administration who will check the current schedule for conflicts.
 - Tenants will be responsible for maintaining the kitchen cleanliness including but not limited to wiping down all surfaces with an approved disinfectant; sweeping and mopping the floors; cleaning out the sinks and drains; emptying all trash cans and replacing the bags at the end of their use.
 - Tenants will be required to maintain the cleanliness of the bathroom located in the kitchen including cleaning the toilet, sweeping, moping and emptying the trash, as well as making sure that the toilet paper, paper towels and soap dispenser are stocked at the end of their use.
 - Any equipment in the kitchen that is used must be thoroughly cleaned and returned to its original location at the end of each use.
 - Should any damages be incurred or discovered, tenants agree to inform the ELHI Administration immediately and in writing.
16. **Pantry, Refrigerator, and Freezer Use** Lessee may store food items in the tenant shared space known as the pantry, and the refrigerators provided by ELHI and labeled for tenant use. Refrigerators/freezers are also provided for short term rentals and day use only. All items stored in this shared space must be stored in proper containers (including plastic bins and lids for all dry goods – no exceptions) and clearly labeled and dated. Using the first in first out (FIFO) rule should always apply. Lessee must inspect all food storage areas to dispose of any out-of-date or compromised foods monthly. In an effort to keep our food storage areas clean and food safe, Lessor can ask Lessee to remove food items temporarily or permanently at the discretion of the Lessor at any time, giving the Lessee seven days' notice to clear out the items from these common areas. Lessor can also bill Lessee for any hours of cleaning by ELHI Custodial staff, board members or volunteers caused by Lessee's use of the space.
17. **Professional Code of Conduct** Tenants of the ELHI Community Center must comply with the ELHI mission and vision statements. Tenants must treat each other with respect and any issues that arise should be reported to the ELHI Administration immediately. We are a shared space

and common respect to the building, grounds, tenants, community members, and the greater public is expected. ELHI has the right to terminate a contract at our discretion. When feasible, if a tenant has an issue or problem with any other tenant, the tenant agrees to make reasonable effort to resolve the dispute by speaking to the other tenant before reporting it to the Lessor.

18. **Alterations and Improvements** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of the Lessor. Requests for permission to undertake leasehold improvements will follow the Lessor's Operating Policies and Procedures Handbook. The Lessor will negotiate directly with the Town of Ignacio without interference by the Lessee regarding changes that may be required and will secure approval for improvements from the Town of Ignacio, then convey this information to the Lessee. All leasehold improvements and site occupancy would be undertaken in full compliance with local, county, and state regulations. The Lessee will be responsible for undertaking and funding all leasehold improvements that may be required to carry on its normal course of business, including measures required to meet security needs. Lessee will assume the cost of all permitting, architectural, and legal fees associated with those improvements. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, become the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
19. **Damage to Premises** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of its employee, family, agent, or visitor, the premises may be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
20. **Dangerous Materials** Lessee shall not keep or have on the leased premises any article or substance of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
21. **Right of Inspection** The Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.
22. **Maintenance and Repair** Lessee will, at its sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of its employee, family, agent, or visitor, shall be the responsibility of the Lessor and/or the Town of Ignacio.

23. **Signage** Interior signage must be approved by the Lessor. All exterior signage must be coordinated with and approved by the Lessor and must meet Ignacio Town guidelines.
24. **Subordination of Lease** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
25. **Holdover by Lessee** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 (thirty) days' written notice on the first day of the month served by either Lessor or Lessee on the other party.
26. **Notice of Intent to Vacate** The Lessor shall advise the Lessee of any changes in terms of tenancy with advance notice of at least 30 (thirty) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.
27. **Surrender of Premises** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted. Exit walk-through will be performed with Lessor representative and Lessee representative to document condition.
28. **Default** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within three days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.
29. **Abandonment** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

30. **Binding Effect** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
31. **Severability** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
32. **Insurance** The Lessor has general liability insurance and the Town of Ignacio has property and casualty insurance for the structure. Neither Lessor's insurance nor the Town of Ignacio's insurance covers Lessee's possessions or Lessee's negligence. During the term of this Lessee must maintain a renter's insurance policy to cover damage or loss of possessions. Lessee shall also maintain a policy of general liability insurance which shall name Lessor and the Town of Ignacio as additional insureds. A certificate of insurance naming the Lessor as an additional insured must be provided (electronically or hard copy) by Lessee to the Lessor within three business days after execution of the lease and updated certificates provided not less than 30 days prior to the expiration of the term of such policy. Tenant program operations may not commence prior to receipt of this certificate.

Lessee: (Printed Name)	_____	_____
Lessee: (Signature)	_____	Date
ELHI Representative: (Printed Name)	_____	_____
ELHI Representative: (Signature)	_____	Date
Board Approval: (Printed Name)	_____	_____
Board Approval: (Signature)	_____	Date

ELHI Itemization of Lease

Tenant Organization		Alarm Code Assigned:	
Room Number(s)	Total Square Footage by Organization:		
Monthly Rent @ \$___ / sq. foot			
1 st Month's Rent		\$ _____	
Phone/Internet Fee		\$ _____	
Last Month's Rent		\$ _____	
Cleaning/Damage Deposit		\$ _____	
Number of Keys Issued:		Total due for keys (@\$10/each) \$ _____	
		Total due upon signing: \$ _____	

Key Distribution

Key Code	# Keys	Person Receiving Keys	Key Lost or Returned	ELHI Representative Signature and Date Returned

The cleaning/damage deposit of \$_____, after all assessments, will be credited back to the TENANT upon completion of all termination terms stated within the lease. Key charge is non refundable and a \$25 charge per unreturned key will be deducted from the damage deposit.

Tenant Representative: _____ **Date:** _____

ELHI Representative: _____ **Date:** _____

Key Receipt Acknowledgment

The ELHI Center distributes keys to those individuals within member organizations whose organization has determined have a legitimate need to access the building for purposes related to their organization's programs. Signing below indicates that:

- You have received the key(s) for the specified access points (e.g. exterior building and/or rooms).
- And, if needed, access code(s) for the security alarm.
- You are personally responsible for the use and security of key(s).
- You will surrender your key(s) if your relationship to the authorizing organization ends or program needs no longer require you to have possession of said key(s).
- If a key or keys are lost, you are personally responsible for the cost of rekeying that access point(s).
- If the access code(s) for your authorized area(s) is changed, you will be informed by ELHI staff/board.
- Each organization must account for all keys annually before lease renewal date.

Note that if a key or keys are misplaced, that you, not your organization, will be held personally responsible for the cost of re-keying and making new keys for those locks.

_____	_____
Individual Receiving Key(s)/Code(s)	Date
_____	_____
ELHI Representative	Date

Key Code										
# of Keys										

Front door alarm code: _____

A copy of this form should be provided to both the organizational representative authorizing this access/use and to the individual receiving the key(s)/code(s).

School Safe Radio Receipt Acknowledgment

A School-safe handheld radio has been assigned to each room at the ELHI in collaboration with ISD to create a vital communication link for our building and district for everyday activities and for emergencies. Communications are the first thing to break down during an emergency. Having these radios gives us another excellent tool to provide for the safety and security of our tenants, programs and visitors. If we all work together and make our best effort to follow this protocol then we will have a much better outcome and day-to-day working conditions.

All organizations, tenants and tenant participants must agree to the following:

- Each radio will be charged and ready for use at the beginning of each day.
- All tenants shall monitor and have their radio available at all times. Any staff member supervising programs outside of the building, or while in shared spaces (cafeteria, kitchen or sanctuary) shall carry their radio and have it turned on during such time.
- Communications will be clear and concise and limited to ELHI business. Radios should not be used for long conversations in which a telephone could be used.
- Users will identify themselves as well as who they are calling, e.g.: This is the ELHI Office calling (tenant name) This transmission should be repeated a second time. The person answering should respond, e.g.: This is (tenant name), go ahead.
- Users will refrain from any idle chatter or joking on the radio. If someone is not available at their office or classroom phone, they can be asked over the radio to contact the caller by phone to avoid tying up the radio airtime.
- Traffic on a busy working channel will be moved to an unassigned channel.
- You will surrender your radio(s) if your relationship to the authorizing organization ends, or the program needs no longer require you to have possession of said radio(s).
- If a radio is lost, you are personally responsible for the cost of replacing the radio at the current price.

One channel has been designated for building-wide communication within the ELHI, mainly for communicating incidents or emergencies. There is one repeated (boosted), channel which is used by the ELHI administration and the district's administration, maintenance, police or for longer distance communication. There are six unassigned channels for use during special events or as called for.

The channel designations are as follows:

Channel # 1 - ELHI Community Center

Channels #2 – Hope Community Christian Academy

Channels #3-#7 Unassigned (Available for use to avoid tying up more frequently used channels)

Channel # 8 Administration, Maintenance and SRO secondary. (Repeated)

Radio Serial No: 0275WB

Individual Receiving Radio(s)

Date

Things to know about the School Safe handheld radios:

- There is a short delay when activating the talk button. Users should press the talk button, pause momentarily, and then proceed to talk.
- Speak in a normal conversational tone and hold the radio a few inches from your mouth. Speaking too loudly or softly into the radio or holding it too closely against the mouth causes voice distortion which often creates unreadable communications and requires unnecessary repetition.
- Channels 2 through 7 are line-of-sight capable only. They have a range of approximately ¼ mile if there are no solid obstructions between the two users such as tall buildings or hills.
- There are two repeater antennas mounted on the roof of the ISD elementary school for channels 1 and 8. The repeaters receive the transmission from the radio on one frequency, add power to the transmission, and then send it on to the receiving radios on a different frequency. If the antennas are not within a reasonable range of either the sending or receiving radios, the transmission will fail. The repeater allows the radios to be effectively used from all buildings in the district to the areas around the casino, the fairgrounds and the transportation building. Each radio is equipped with half-moon shaped programming buttons located just below the transmit button. The top of these buttons will turn on or off the repeated frequency on channels 1 and 8 to allow their use as a line-of-sight radio while away from the district or for uses not requiring the repeater. Turning the repeater off will create a “descending” tone. Turning the repeater on will create an “ascending” tone.
- On the side opposite the transmit button is a covered socket for a standard headphone jack. This is to provide an option for communication in the event of an extremely noisy environment or for situations requiring quiet such as testing or a lock-down.
- Use of the radios should be consistent building wide.

Practicing good radio etiquette during daily operations prepares us for their use during the rare emergencies. It helps two-way radio communication when everyone understands and uses similar language and etiquette, especially when there are more than two people using the channel.

- Over – I’ve finished speaking
- Say Again – Repeat your last message
- Stand-by – I acknowledge your transmission, but can’t respond right now
- Go ahead – I can respond, go ahead with your message
- Roger – message received and understood
- Affirmative / Negative – Yes / No
- Out – Conversation is finished, the channel is clear for other users.

A copy of this form should be provided to both the organizational representative authorizing this access/use and to the individual receiving the radio(s).

Tenant Walk Through

Instructions: Tenants, please complete this checklist within three days of moving in. Tenants and ELHI Administrator will review property and completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. Tenant and ELHI Administrator will use the move-in checklist when determining if any of the tenant's deposit will be retained for cleaning or repairs after move-out. BE SPECIFIC and DETAILED when filling out the checklist.

Tenant Name: _____

Room Number(s): _____

Item	Condition on Arrival	Condition on Departure
Floor & Floor Covering		
Walls		
Ceiling		
Doors, Lock and Hardware		
Lighting Fixtures		
Windows & Window Coverings		
Heat/AC		
Cabinets & Counters		
Sink & Plumbing		
Closet		
Other: _____		
Other: _____		
Other: _____		

_____ Tenant acknowledges that they were informed about fire drills & protocol and the need for the ELHI Administration to be able to enter their space without notice when fire drills and/or state inspections are performed.

_____ Tenant acknowledges that they have received a copy of the ELHI Maintenance request form and instruction regarding submission to ELHI Administration.

_____ Tenant acknowledges that the ELHI Administration and/or the Town of Ignacio may need to enter their space without notice for maintenance and repairs.

Tenant Move-In

Date: _____

Tenant: _____

ELHI Administration: _____

Tenant Move-Out

Date: _____

Tenant: _____

ELHI Administration: _____

TOWN OF IGNACIO UTILITY BILLING POLICY

Utility bills will be mailed to all utility customers on the 5th of the month, due by the 20th. The utility bill may be mailed to the renter if permitted by the property owner/landlord. Utility Deposits are not required. **The property owner will ultimately be responsible for the utility bill.**

Accounts not paid in full by the due date will become past due. Accounts with a balance greater than \$20.00 will be assessed a flat \$10.00 late fee on the last business day of the month. A Disconnect Notice will be generated for accounts with any balance. The Disconnect Notice will be mailed to the landlord and the renter if the account is a rental, if the renter's address is available. The past due amount must be paid before the 10th day of the following month. Shut off will be at 10:00 AM on the 10th day of the month after all online, drop-box, and mailed payments are posted. If the 10th of the month falls on a Friday or weekend, shut off will take place the following Monday at 10:00 AM

Accounts shut off for nonpayment fall into a reconnect status. Any past due amount must be paid in full before services are reactivated, and a reconnect fee of \$50.00 will be charged during regular working hours. The reconnect fee will be \$60.00 after hours, weekends and holidays. A fee of \$25.00 will be assessed for special meter readings outside of the regular cycle reading. (Exception: when a property is changing owners.) Only the landlord can request a Special Read. A \$30 fee will be required to turn on/off utility services for purposes other than repair.

The Town Manager or Town Clerk may use discretion on extensions on past due accounts. If the customer cannot pay the entire past due bill, they must at least pay the gas portion for their heat to remain on. Once all efforts to work with the customer have been exhausted, maintenance will be given a list of shut-offs for that billing cycle. If the gas is shut off at a residence, the customer must be present when reconnected. Reconnect times are at 10:00 AM and 2:00 PM. Maintenance can only shut off or reconnect at the direction of the town staff.

Exception: To avoid shut off, subsidized accounts will require a phone call or letter from the agency providing the assistance. During the period from November 1 to April 30, the Town will not disconnect any subsidized accounts unless the Town is informed by the subsidizing agency that the tenant no longer qualifies for assistance.

Effective immediately, if a check or credit card payment is returned for any reason, a \$35.00 fee will be assessed to the account for insufficient funds. If a check or credit card payment is returned, the customer must use certified funds (cashier's check, money order or cash) to bring the account current. On any account where the payment has been returned three times (whether check or credit card payments) within a year, the customer will be notified and the account will be flagged as CASH ONLY. The Town will not accept payments other than cash or certified funds (cashier's check or money order) for a year.

The Town of Ignacio has the authority to lien the property in a severely delinquent situation (any amount 90 days past due), at which time the property owner will be notified of the Town's intentions. Should the town be forced to begin the lien process at a cost of \$100 in order to insure collection, all recording and attorney fees will be assessed to the property owner. Ordinance #256, approved October 10, 2007 authorizes the Town to collect charges, fees and assessments through collection of property taxes by the County Treasurer.

Approved August 10, 2010; Effective October 10, 2010; Revisions March 2011: Effective March 8, 2011. Revised August 6, 2013; Revised December 3, 2013; Revised November 15, 2017; Revised January 15, 2020; Revised January 9, 2023



Ignacio Elementary School
P.O. Box 460
Ignacio, Colorado 81137
Shauna Branch, Principal
Dana Stanley, Assistant Principal
Deana Prda, Office Manager
Phone (970) 563-0675 Fax (970) 563-4208

March 19, 2024

Dear Tuggy Dunton and Ignacio Town Council Members,

This letter is about the Get Your Girl Power Program (GYGP) at Ignacio Elementary School. The purpose of the program is to offer short workshop classes to girls in 5th grade before they enter middle school. The workshops are based on giving girls a voice and empowering them to be active and confident students in middle school.

I have discussed the group returning this year with Mr. deKay, Superintendent. I have met with Tammy Tyner, Executive Director of the Women's Center, and Katrina Paterson, Program Manager of the Women's Center regarding the topics discussed in the workshops this year. We discussed the Ignacio Community values and interests regarding the program. Part of the discussion was to clarify expectations should a topic come up that is not in the original programming. In alignment with the school and community values, we asked that if a topic was brought up by a student that was not approved, the leaders of the workshop referred the student to our school counselor.

I endorse this program coming into the schools to help our girls be more confident going into middle school. The date set for the workshops is May 8th. You are welcome to drop in if you would like.

If you have any questions or concerns, please feel free to reach out to me.

Sincerely,

Shauna Branch
Principal
505-400-53404

2024 Budget

Ordinary Income/Expense

Income

4000 · Contributions

4005 · Individual	0
4010 · Foundation & Non-Profit	0
4020 · Business/Sponsor	3,500

Total 4000 · Contributions 3,500

4100 · Government Grants

4105 · Federal	0
4110 · State	0
4115 · Local	3,000

Total 4100 · Government Grants 3,000

4200 · Investments 0

4300 · Fundraising Income

4310 · Fundraising Event / Project	0
------------------------------------	---

Total 4300 · Fundraising Income 0

Total Income 6,500

Gross Profit 6,500

Expense

5000 · Payroll Expenses

5001 · Executive Director	2,100
5002 · Other Salaries	
5002.1 · Program Manager	1,920
5002.2 · Event Manager	600
5002.3 · Marketing Manager	391

Total 5002 · Other Salaries 2,911

5003 · Payroll tax expense 386

5004 · Employee benefits 0

Total 5000 · Payroll Expenses 5,397

5100 · Office Expense

5101 · Dues, Subscriptions & Licenses	0
5102 · Supplies	550
510? · Repairs/Maintenance	0
5104 · Bank & Merchant Fees Expense	0

Total 5100 · Office Expense 550

5200 · Advertising, Outreach & Edu. 200

5300 · Occupancy

5301 · Rent (HOA dues)	0
5304 · Telephone/Internet	0
530? · Other Utilities	0

Total 5300 · Occupancy 0

5400 · Contract Services

5401 · Bookkeeping & Payroll Services	0
5402 · Tax and CPA services	0
5403 · Low Bono	0
Total 5400 · Contract Services	0
5600 · Staff Development & Travel	0
5650 · Board Development	0
5700 · Insurance	0
5800 · Direct Program Expense	440
5850 · Direct Event Expense	0
Total Expense	6,587
Net Ordinary Income	-87
Net Income	-87

Other Income/Expense

Other Income	
In-Kind Volunteers	2,100
In-Kind Facilities, Services, etc.	0
In-Kind Legal Services (Low Bono, Pro Bono)	0
Total Other Income	2,100
Other Expense	
In-Kind Volunteers	2,100
In-Kind Facilities, Services, etc.	0
In-Kind Legal Services (Low Bono, Pro Bono)	0
Total Other Expense	2,100
Net "Other Income/Expense"	0

ORDINANCE 362

AN ORDINANCE BY THE BOARD OF TRUSTEES OF THE TOWN OF IGNACIO, COLORADO, FOR THE REGULATION OF TRAFFIC BY THE TOWN OF IGNACIO, ADOPTING BY REFERENCE THE 2024 EDITION OF THE “MODEL TRAFFIC CODE”; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

WHEREAS, the last Model Traffic Code adopted by the Town of Ignacio Board of Trustees was the 2010 edition; and,

WHEREAS, the 2024 edition of the Model Traffic Code is the current Colorado Department of Transportation Code available; and

WHEREAS, the Board of Trustees have determined that adopting the 2024 Model Traffic Code is necessary.

NOW THEREFORE BE IT ORDAINED by the Board of Trustees of the Town of Ignacio, Colorado:

(See Town of Ignacio Municipal Code 8-4 – Traffic Offenses)

Section 1. *Adoption.* Pursuant to parts 1 and 2 of Article 16 of Title 31 and Part 4 of Article 15 of Title 30 C.R.S., there is hereby adopted by reference the 2024 edition of the “Model Traffic Code” promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulation for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the Town of Ignacio, Colorado, and may be inspected during regular business hours.

Section 2. *Deletions.* The 2024 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to this municipality and are therefore expressly deleted: None.

Section 3. *Penalties.* The following penalties, herewith set forth in full, shall apply to this Ordinance:

- a) It is unlawful for any person to violate any of the provisions adopted in this Ordinance.
- b) Every person convicted of a violation of any provision adopted in this Ordinance shall be punished in accordance with general penalty provisions in the Town of Ignacio Municipal Code.

Section 4. *Application.* This Ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of the Town of Ignacio, the use of which this municipality has jurisdiction and authority to regulate. The provisions of sections 1401, 1402 and 1413 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, and eluding a police officer, shall apply not only to public places and ways but also throughout the Town of Ignacio.

Section 5. *Validity.* If any part or parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Ignacio Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 6. *Repeal.* Existing or parts of Ordinances covering the same matters as embraced in this Ordinance is hereby repealed and all Ordinances or part of Ordinances inconsistent with the provision of this Ordinance are hereby repealed; except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 7. *Interpretation.* This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of this Ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 8. *Certification.* The Town Clerk shall certify to the passage of this Ordinance and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

PASSED, APPROVED, ADOPTED AND ORDERED PUBLISHED after a public hearing this 10th day of June 2024.

TOWN OF IGNACIO, COLORADO

Clark Craig, Mayor

ATTEST:

Tuggy Dunton, Town Clerk

Ignacio Police Department Monthly Report - May 2024

KE

As you know, this is my last monthly report as the Chief of Police. Through an internal process and approved by Town Manager Mark Garcia, Sergeant Wes Crume will be promoted to the position of Chief of Police and Officer Ryan Boyce will be promoted to the rank of Patrol Sergeant. The Town will be hosting a Retirement Celebration on May 30th from 2pm – 4pm at the Abel F. Atencio Community Room. On that date, at approximately 3pm, the formal ceremony of their promotions will take place. I hope to see you all there to support these officers and to thank you personally for your support over the years.

There is a liquor license renewal request for the Family Dollar. Sgt. Crume has written a memo for your review, indicating that there have been no violations.

May 7th was National Fentanyl Awareness Day. It is the #1 cause of death for Americans aged 18-45. In Colorado, 950 people died in 2023 from Opioid overdoses. Nationally, 112,000 died from this. Their slogan is “One pill can kill” and sadly that’s very true.

Another issue that law enforcement is becoming aware of is the unlawful uses of AI, or Artificial Intelligence. Lots and lots of fake information coming out that looks and sounds like the real thing when in fact, its completely made up for less than honest purposes. New laws are being proposed, but that takes time.

The department is working with the School District, SUPD and Los Pinos Fire to work on School Reunification Drills. An extremely important process in the event that the School District has a way to re-unify students to their families during a situation that requires a controlled release. This will culminate in a final exercise prior to the start of the next school year in August 2024.

Again, thank you for your support and I look forward to a smooth succession/transition with new leadership at the Police Department. I am confident that it is in good and capable hands.



Kirk Phillips <kphillips@townofignacio.com>

Fentapills – You Need to Know

1 message

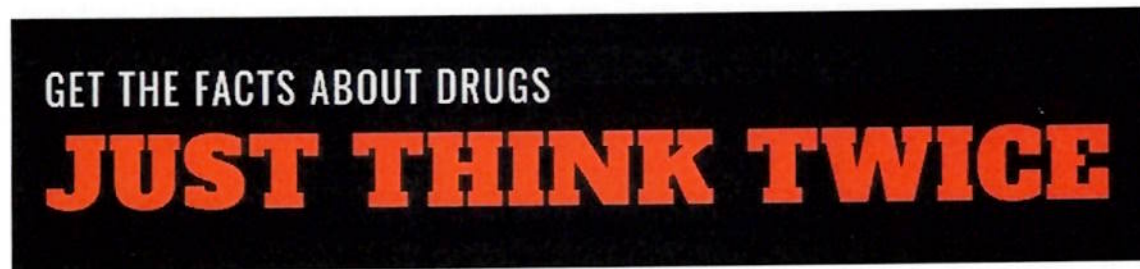
Just Think Twice <justthinktwice@public.govdelivery.com>

Tue, May 7, 2024 at 6:57 AM

Reply-To: justthinktwice@public.govdelivery.com

To: kphillips@townofignacio.com

Having trouble viewing this email? [View it as a Web page.](#)



Fentapills – You Need to Know

May 7 is National Fentanyl Awareness Day, a day aimed at alerting people about the dangers of the synthetic opioid fentanyl, the #1 cause of death among Americans aged 18-45.

Watch and share an important video message from Song for Charlie, explaining the origin of the crisis and highlighting facts and statistics that could save a life.

[View Now](#)



Think You Know It All?

Then test your knowledge on how many drug overdose deaths are caused by fentanyl, what constitutes a potentially fatal overdose, and more by taking the Fentanyl Quiz.

[I'm Ready!](#)



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Town Clerk / Treasurer Report

May 2024

Honorable Mayor and Trustees,

Following is my report since the last Town Board Meeting and addressing this meeting and upcoming events.

Clerk:

- Just a reminder that there is a work session at 5:15 to interview the two interested candidates, Jared Palmer and Audrey Atencio.
- The minutes from the April 1, 2024 Board Meeting are on the drive for your review.

Treasurer:

- The Accounting Reports for April 2024 are included in the consent agenda.
- I received the information that the Board had requested for the Get Your Girl Power program; I have added this item to the agenda as an action item and the information that Tammy Tyner sent is in the packet for your review.
- Onsite work with the auditors went smoothly. I look forward to their draft report, which we will distribute to the Board as soon as we receive it.

Licenses:

- Animal: 47 current licenses
- Business: 67 current licenses
- Business Service Licenses: 71 current licenses
- Liquor Licenses: Family Dollar – This application and the memo from Sgt. Crume is in the consent agenda

Human Resources:

- Sam Light, General Counsel for CIRSA, has reviewed and redlined the Policies and Procedures Manual. The conversation is continuing with Mr. Light, and this will be on a future agenda for action by the Board.
- Fantasia Gallegos has accepted the position of Deputy Clerk/Treasurer and will begin on May 28. I am looking forward to the addition to our Administrative Team, as I believe she will fit in very well. She brings several years of experiences in other professional offices and banking institutions, and I believe she will pick up on our software quickly.

Events:

- Thursday, May 20 – CML District 8 Spring Meeting, 5:00-7:30 PM in Cortez
- Monday, June 10 – Next regularly scheduled Board Meeting
- June 18-21 – CML Annual Conference in Loveland, CO – Early Registration ends on May 17
- July 11 or 25 – Joint Work Session with LPBCC

Meetings Attended:

- Ignacio Creative District Board Meeting and several of the Museum of Main Street events
- Chamber of Commerce Board Meeting & General Membership Meeting

Miscellaneous:

Ordinance 362 Adopting by Reference the 2020 Model Traffic Code – Today will be the introduction of this Ordinance; it only needs to be read by title and then direction given to staff to publish the Public Hearing. The Public Hearing Notice is already prepared for publishing and is attached to my report. At the June meeting, the Board will read the Ordinance by title again, conduct the public hearing with official opening and closing times, and have discussion among the Board members (if any). If this Ordinance is passed, per C.R.S. 31-16-107 it must be adopted by roll call vote.

UPDATE: This morning (Thursday, May 9) I received an email from CML that the 2024 Model Traffic Code has just been released. Sgt. Crume and I need to review it; we hope to be able to follow through with adopting it at the June meeting, but 237 pages is a lot to review to ensure that it all applies to our municipality and that there are no exemption or deletions. Presuming we are able to get through it in the next month, we will proceed as planned and outlined above. If not, it will be published as a Public Hearing for July and we will proceed as outlined above, just a month later.

Please contact me with any questions. Thank you.

Tuggy

NOTICE OF HEARING

NOTICE is hereby given of a public hearing before the Board of Trustees of the Town of Ignacio, Colorado at **6:00 PM on the 10th day of June, 2024**, at the Abel F. Atencio Community Room located at 570 Goddard Avenue, Ignacio, Colorado for the purpose of considering the adoption by reference of the Model Traffic Code 2024 edition, as the Traffic Ordinance of the Town of Ignacio, Colorado.

Copies of the Model Traffic Code are on file at the office of the Town Clerk and may be inspected during regular business hours. If enacted as an Ordinance of this Town, the Model Traffic Code will not be published in full, but in accordance with state law, copies will be kept on file.

The Model Traffic Code 2024 edition is published by the Colorado Department of Transportation, Traffic Engineering and Safety Branch, 2829 West Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town of Ignacio. The purpose of the Ordinance and the Code adopted therein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation.

Following this Public Hearing, the Town Board of Trustees will consider the passage of the adopting Ordinance. If adopted, the Ordinance will take effect 30 days after publication.

This notice is given and published by order of the Town of Ignacio Board of Trustees.

Dated this 13th day of May, 2024.

TOWN OF IGNACIO, COLORADO

Tuggy Dunton, Town Clerk/Treasurer

First notice of hearing: May 24, 2024

Second notice of hearing: May 31, 2024



National Small Business Week 2024 Proclamation

WHEREAS, the resilience of American small businesses continues to drive America's strongest economic growth in almost 40 years, fostering the competition and innovation that creates opportunities for families, workers, and neighborhoods; and

WHEREAS, small businesses are the backbone of our communities and the American economy, employing more than half of our Nation's workers, enriching our Main Streets, making parts and products in America to fuel our supply chains, building our Nation's infrastructure, and innovating and inventing the products of tomorrow; and

WHEREAS, the historic investments made through the President's American Rescue Plan, Infrastructure Investment and Jobs Act, CHIPS and Science Act, and Inflation Reduction Act are ensuring small businesses can access federal capital support, technical assistance, contracting opportunities, and other resources to help lead the way as we rebuild America's roads and bridges and build a clean energy economy for the future; and

WHEREAS, when we support small businesses, jobs are created, and local communities preserve their unique culture and enjoy new opportunities to build generational wealth; and

WHEREAS, entrepreneurship continues to be one of the best pathways to the American Dream, evidenced by the historic small business boom, with a record 16.5 million Americans applying to start a business since January 20, 2021, including 5.5 million last year; and

WHEREAS, by renewing our commitment to supporting small businesses, we can maintain our global competitiveness and build a stronger Nation where everyone can succeed - from the bottom up and middle out; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, the Town of Ignacio supports and joins in this national effort to recognize the contributions of small businesses to the American economy and their importance in ensuring that our local communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, Clark Craig, Mayor of the Town of Ignacio, do hereby proclaim April 28 through May 4, 2024, as

NATIONAL SMALL BUSINESS WEEK

Dated this 26th day of April, 2024.


Clark Craig, Mayor

Alison deKay, Mayor Pro Tem ♦ Joseph Atencio, Trustee ♦ Tom Atencio, Trustee
Jordan Bulwan, Trustee ♦ Jeremy Schulz, Trustee